



Where Quality Is A Lifestyle

June 14, 2012

PROPOSAL #P838

Gentlemen:

Fayette County, Georgia is seeking proposals for the architectural, engineering and interior design of an Emergency Operation Center / Fire & Emergency Services Headquarters. You are invited to submit a proposal in accordance with the specifications and information contained herein. All required information shall be included with your proposal. Any exceptions to the specifications shall be listed in the space provided. A clearly marked original and six (6) copies of your proposal should be submitted.

A pre-proposal conference will be held at 10:00 a.m. on Thursday, June 28, 2012 at The Fayette County Board of Commissioners Administrative Complex located at 140 Stonewall Ave. West, Suite 100 in Fayetteville, GA. All companies and interested parties are invited and strongly urged to attend. This will be the opportunity to voice all questions, concerns and comments about this request for proposal and have them addressed. It is important that you attend.

All questions and inquires concerning this request for proposals or the specifications shall be addressed in writing to Trina C. Barwicks, Contract Administrator of Purchasing, 140 Stonewall Avenue West, Suite 101 in Fayetteville, Georgia 30214 from 8:00 a.m. to 5:00 p.m. The telephone number is (770) 305-5420, Fax: (770) 719-5515 and/or Email Address: tbarwicks@fayettecountyga.gov. Deadline for all questions is 10:00a.m., Tuesday, July 10, 2012. Any deviations from this procedure for questions or information pertaining to this request for proposal may result in your proposal being rejected.

Your proposal should be on the attached pricing sheet. All prices shall be F.O.B. Destination, Fayette County. Be sure to include the **proposal number** and **reference** along with your company's name and address on the **sealed** envelope in which the proposal is returned.

PROPOSAL MUST BE SUBMITTED TO:
FAYETTE COUNTY PURCHASING DEPARTMENT
140 STONEWALL AVENUE WEST, SUITE 101
FAYETTEVILLE, GEORGIA 30214
PROPOSAL #P838
REFERENCE: EMERGENCY OPERATION CENTER
ARCHITECTURAL DESIGN

Proposals will be received at the above address until 3:00 p.m. Tuesday, July 24, 2012 in the **Purchasing Department, Suite 101**. Proposals will be opened at approximately 3:00 p.m., July 24, 2012 and the names of the companies that responded will be read. Proposals must be signed to be considered. Late proposals will not be considered. Faxed/Emailed proposals will not be considered.

If this request for proposal is downloaded from our web site, it is the responsibility of the individual or company that downloads this request for proposal to continue to check the Fayette County web site for any addenda that might come out for this request for proposal and are posted on the Fayette County web site. Fayette County shall not be responsible for any information that any individual or company fails to get in an addendum that is posted on the Fayette County web site but is not downloaded. However, if the Fayette County Purchasing Department mails the request for proposal to a company or individual, we will keep a record of who we mailed that request for proposal to and all addenda for that request for proposal will also be mailed to those companies or individuals.

Note: The name of the companies that respond to this request for proposals will be posted on the Fayette County website within 3 business days after the proposal opening.


There is no set time for an award to be made, as the proposals have to be evaluated, some presentations may be required, and a recommendation has to be prepared and then scheduled to go before the Board of Commissioners for consideration by the Board. If an award is not made within 60 days of the proposal opening, an update will be posted on the Fayette County website.

If the Board awards this proposal, once everything has been received by that company and the award has been completed, that information will also be posted on the Fayette County website. Please keep this procedure in mind.

If you do not submit a proposal, please indicate in writing your reason(s) why and return that information to the Purchasing Department. Failure to do so may cause your company's name to be removed from the bidders list, as the information is needed for our files.

The County reserves the right to reject or accept any or all proposals and to waive technicalities, Informalities and minor irregularities in proposals received.

Sincerely,



Ted L. Burgess
Director of Purchasing

TLB/tcb

GENERAL TERMS AND CONDITIONS

1. **Definitions:** The term "contractor" as used herein and elsewhere in the Terms and Conditions shall be used synonymously with the term "successful offeror." The term "county" shall mean Fayette County, Georgia.
2. **Preparation of Offers:** It shall be the responsibility of the offeror to examine specifications, scope of work, schedule and all instructions that are part of this request for proposal. Failure to observe any of the instructions or conditions in this request for proposal may result in rejection of the offer.

All of the specifications and information contained in this request for proposal, unless specifically excepted in writing by the offeror and such exceptions being included with the offer, will form the basis of the contract between the successful offeror and the county. The offeror should take care to answer all questions and provide all requested information.

3. **Submission of Offers:** Offerors must submit their proposal, along with any amendments issued by the county, in a sealed opaque envelope with the following information written on the outside of the envelope:
 - a. The offeror's company name,
 - b. The Request For Proposals (RFP) number, which can be found in the cover letter to the request for proposals document or on the web site, and
 - c. The "reference" which identifies the proposal, which can be found in the cover letter or the web site.

Mail or deliver one (1) original proposal, signed in ink by a company official authorized to make a legal and binding offer, and six (6) copies, to:

Fayette County Government
Purchasing Department
140 Stonewall Avenue West, Suite 101
Fayetteville, GA 30214

Attention: Contracts Administrator

4. **Timely Receipt:** Offers not received by the time and date of the scheduled proposal opening will not be considered, unless the delay is a result of action or inaction of the county.
5. **Open Offer:** The offer, once submitted and opened, shall remain open for acceptance for a period of at least ninety days from the date of the opening unless this time-frame is specifically excepted to in your offer.
6. **Corrections or Withdrawals:** The offeror may correct a mistake, or withdraw a proposal before the proposal opening date by sending written notification to the Director of Purchasing. Proposals may be withdrawn after the opening only with written authorization from the Director of Purchasing.

The county reserves the right to waive any defect or irregularity in any proposal received.

In case of discrepancy between the unit price and the extended or total price, the unit price shall prevail.

7. **Evaluation of Offers:** The evaluation of offers and the determination as to acceptability of services offered shall be the responsibility of the county. Accordingly, to insure that sufficient information is available, the offeror may be required to submit literature, samples, or other information prior to award.

8. **Non-Collusion:** By responding to this request for proposals, the offeror shall be deemed to have represented and warranted that the proposal is not made in connection with any other offeror submitting a separate response to this request for proposals, and in all respects fair and without collusion or fraud.
9. **Ability To Perform:** The offeror may be required, upon request, to provide to the satisfaction of the county that he/she has the skill, experience and the necessary facilities, as well as sufficient financial and human resources, to perform the contract in a satisfactory manner and within the required time. If the available evidence is not satisfactory to the county, the county may reject the offer.
10. **Notice to Proceed:** The County shall not be liable for payment of any work done or any costs incurred by any offeror prior to the county issuing a written notice to proceed
11. **Patent Indemnity:** The contractor guarantees to save the county, its agents, officers, or employees harmless from liability of any kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.
12. **Non-Assignment:** Assignment of any contract resulting from this request for proposal will not be authorized.

SPECIAL TERMS AND CONDITIONS

1. **Site Conditions:** Offerors are urged to visit the site to familiarize themselves with site conditions. Upon submission of an offer, it is understood that the offeror is acknowledging his acceptance of all site conditions.
2. **Arrears:** Proposals will not be accepted from any person, firm, or corporation who is in arrears in any debt or obligation to the county.
3. **Insurance:** The successful offeror shall, without expense to the county, carry the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits set forth as follows:
 - **General Liability Insurance** \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
 - **Automobile Liability Insurance** \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
 - **Worker's Compensation:** Workers Compensation as required by Georgia statute
 - **Professional Liability (Errors and Omissions) Insurance** \$2,000,000 limit per claim and aggregate.

A copy of the certificate of insurance should be submitted with your offer. No award will be made until proof of the insurance coverage is submitted. The certificate shall list an additional insured as follows

Fayette County Board of Commissioners
140 Stonewall Avenue West
Fayetteville, GA 30214

4. **Indemnification:** The successful offeror shall defend, indemnify and save the county and all its officers, agents and employees harmless from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful offeror, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. The successful offeror shall pay any judgment with cost which may be obtained against the county growing out of such injury or damages.
5. **References:** Offerors shall submit with proposals a list of three (3) jobs the offeror has done that are of the same or similar nature to the work described herein. For each job listed include a brief description of the work, a contact person, mailing address, valid telephone number and the date job was completed.

ADDITIONAL REQUIREMENTS – FEDERAL COMMON RULE

1. **Access to Records:** The contractor will allow access by the Georgia Emergency Management Agency, the county, the Federal Emergency Management Agency, the United States Comptroller General, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions.
2. **Records Retention:** The contractor shall retain all records pertaining to the contract for three years after the county makes final payments to the contractor, and all other pending matters are closed.
3. **Compliance with Federal Environmental Requirements:** The contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR part 15), and mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat.871).
4. **Termination:** The County may terminate the contract for cause, or for the convenience of the federal funds grantor, the state grantee or the county, by written notice to the contractor, giving a minimum of 30 days' notice of cancellation. Cause for termination may include, but is not limited to, contractor's material breach of duty, obligation, or service required pursuant to the contract; contractor's failure to provide timely or satisfactory performance of a task, deliverable, service or other work required by the contract; or contractor's failure to demonstrate a high probability of timely fulfillment of performance requirement under the contract. If the contract is terminated, the county will be liable for payment in accordance with the terms of the contract only for services rendered prior to the effective date of termination, and the contractor shall be released from any obligation to provide further services as are affected by the termination.

Bidder's Affidavit
Of Compliance with the Georgia Security and Immigration Compliance Act

By executing this affidavit, the undersigned bidder verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is bidding to contract with Fayette County has registered with, and is authorized to use, the federal work authorization verification program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99603].

The undersigned bidder agrees that it is using, and will continue to use, the federal work authorization program throughout the contract period.

The undersigned bidder further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this proposed contract with Fayette County, bidder will secure from such contractor(s) similar verification of compliance with O.C.G.A. 13-10-91. Bidder further agrees to maintain records of such compliance and provide a copy of each such verification to Fayette County at the time the subcontractor(s) is retained to perform such service.

E-Verify or other User Identification Number

BY: Authorized Officer or Agent
(Bidder's Name)

Date

Title of Authorized Officer or Agent of Bidder

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20____

Notary Public
My Commission Expires:

DESIGN AND SPECIFICATIONS FOR AN EMERGENCY OPERATIONS CENTER / FIRE & EMS HEADQUARTERS

I. INTRODUCTION

Fayette County, Georgia is seeking proposals for the architectural, engineering and interior design of an Emergency Operation Center / Fire & Emergency Services Headquarters. This facility will provide Command and Control to all Fire & EMS operations during both disaster conditions and day-to-day operations. This project will be funded with a Federal Emergency Operations Center Grant and matching County funding.

This facility should be designed for a fifty (50) year life expectancy, to be energy efficient, meet modern building design and construction standards, blend into the architecture of the surroundings and be considered an anchor for the community in disaster situations. At approximately 7,500 square feet the Emergency Operations Center (EOC) would be built underground to provide the most security and stability during disasters. The ground floor of approximately 7,500 square feet is projected as office space for administrative functions and day-to-day operations. The total building size of 15,000 square feet should feature modern communications and data services to meet the needs for emergency operations on a 24 hour basis.

The expectation is for the firm to consider combinations of materials, brick, block and stone, to meet design factors and appeal to the existing county complex.

Construction types should be discussed as options for achieving these guidelines as well as for long term building use. This facility must stand and operate when all others are greatly affected by disaster conditions.

II. GENERAL CONDITIONS

The successful firm shall follow all requirements and guidelines as set by the Georgia State minimum standard codes with Georgia amendments and the National Fire Protection Association.

All costs related to the preparation, submittal, or presentations of your proposal are the sole responsibility of the respondent and will not be assumed in full or in part by Fayette County.

Evaluation of the proposals and interviews with the selected firms will be conducted by a committee composed of fire department staff, county building and construction management staff, county inspectors and members from county purchasing.

III. BACKGROUND

This facility will be the hub of all operations for Fayette County during disaster events. It should be designed to withstand most foreseeable natural and manmade events and be capable of sustaining operations for long periods of time while cut off from most municipal services. Back-up power and redundant systems are vital to the ability to service in disaster situations. In addition, this building will serve as the headquarters of all county Public Safety operations to include administrative and training operations. Located on the campus with the Justice Center, Senior Center and the Sheriff's Office the building should use similar architectural design and lend to the overall professional appearance of the campus.

IV. SCOPE OF WORK

The anticipated scope of work includes, but is not limited to:

Building elevations from four directions showing locations of window and door openings, roof design, lighting fixtures, construction material changes and site layout etc.

Design of all building structural, electrical, data, mechanical and plumbing systems.

Provide all drawings, specifications, and proposal documents necessary for completing the proposal process, development and construction of this project, estimated construction time frame from groundbreaking to completion, and an estimated construction cost.

Boundary and topography survey work not supplied.

Development of site plans, and erosion control plans; the design of any retention/detention basins and associated structures.

Provision of all necessary hydrology studies.

Design of a balanced grading plan with the provision of cut and fill calculations; location of existing utilities.

Design for the provision of all water (including fire services lines and hydrants,) telephone, electric, data communication, and gas service to the building.

Design landscape planting and irrigation system.

Design of vehicular and apparatus travel paths and parking.

Design pedestrian circulation system and walkways.

Design of exterior security, parking and pedestrian system lighting.

Preparation of estimated budget for completion of project.

Attend pre-proposal conferences as required.

THE ANTICIPATED CONSTRUCTION ADMINISTRATION SERVICES TO INCLUDE:

Conduct pre-construction conferences as required.

Assemble contract documents.

Acquisition of geotechnical, Title 17 testing services as needed, seismic testing for use in the design of the foundations / footings / building.

Conduct regular on-site inspections as required.

Attend construction meetings and provide observation of contractor's operations and work to determine compliance with plans and specifications, quality of workmanship.

Provide progress reports to Fayette County at least every two weeks until final acceptance of work.

Provide shop drawings and review other necessary general contractor's submissions; process payment applications, lien waivers, permit acquisition, occupancy certificates, warranty packages.

Provide revised plans to compensate for construction problems which arise due to insufficiency of information on the construction documents.

Work with contractors and make recommendations to Fayette County to resolve conflicts and problems that may arise during the course of the project.

Evaluate all requests for changes in the project, exclusive of design services, and if necessary recommend supplemental agreements.

Participate in the punch list and final inspections for compliance with the construction contracts.

All architectural design phases, selection of surfaces, and interior layout for this project shall be subject to approval by Fayette County.

The successful firm shall be briefed by a Fayette County representative prior to project initiation and shall be expected to prepare minor architectural changes based upon a review of plans for each design phase.

Design of the project will conform to two separate design phases which include schematic design development, and contract document stages as required by Fayette County.

At the end of the design phase of the project Fayette County will expect a package of deliverables which will include: a color rendering of the project; a 17" x 24" color photo of the rendering; the negative used to produce the photograph; four (4) complete sets of the project blueprints, a building specification document suitable to copy for the proposal process and any other supporting documents.

At the end of the project three complete sets of warranties and operating instructions of all systems and equipment installed in the facility, two sets of as built plans of the project with blue line indication of all changes and modification to the original Construction Document plan of the project.

V. PROPOSAL SUBMISSION INSTRUCTIONS

All information requested is required. Submission of a proposal is certification to the factual truth of all information presented. All proposals shall be signed and dated by the owner, partner, or senior member of the responding architectural firm that has the authority to legally submit a proposal on behalf of the firm.

I. Information Page

2. Bidders Affidavit

3. Pricing Sheet and Fee Schedule

4. Insurance Certificate

5. Years firm has been in business including:

a. Date of Incorporation

b. US State of Incorporation

6. List names and addresses of all officers.

7. List categories in which firm is legally qualified to do business. Include licenses and registrations where applicable.
8. Has your firm defaulted on a contract, failed to complete any work awarded, or been involved in work related litigation? If yes, please explain.
9. Please provide a brief resume of the educational training and experience with particular attention to the design and construction of public safety facilities, of each member of your firm that you anticipate would be working on the project.
10. Please provide a list and background information on projects completed by the lead firm in the last five years that had a building construction cost of at least \$4,000,000.
11. Please describe and give examples of how your firm supervises and inspects the work on a project and insures quality workmanship and conformity to all contract documents.
12. What process and/or procedure do you use to keep the owner informed as to the status of the project?
13. Illustrate, using examples, how diligent you are in seeing that punch list items are completed in a timely manner.
14. How do you assist the owner in obtaining corrective measures, when necessary, during the warranty period?

VI. FEE PROPOSAL

The total fee proposed shall be considered to be inclusive of all fees which will be generated by the primary architectural firm and all sub-consultants whose consulting services are required to complete the work described in Section IV, Scope of Work. If the responding architectural firm anticipates that services will be required to complete the work which will involve consulting services not outlined in the Scope of Work, the Fee Proposal should describe these items in a distinct line item. The responding architectural firm shall describe completely any expected reimbursable expenses and provide rates and/or per diem fees if applicable.

VII. SELECTION PROCEDURE

Proposals will be evaluated by the construction committee based on their relative responsiveness to the following criteria:

- I. Proposed fee plus hourly unit rate, should additional work be required outside the scope of the RFP.
2. Experience in the design, construction and management of projects similar in size, type and the scope of this project.
3. Evaluation of previous design work, management of projects, and feedback from references.
4. Professional experience of proposed design staff and key consultants.
5. The location of the project team office and their accessibility to the site.
6. Estimate of time for design and bid document preparation.

Finalists selected for an interview will be chosen based upon the criteria and will be contacted for a presentation by the Fayette County Purchasing Department.

VIII. RESERVATIONS

Fayette County reserves the following rights:

- Rejection of any and/or all proposals or any portion thereof.
- Negotiate changes in the Scope of Work.
- Negotiate services to be provided.
- Negotiate fee proposal.
- Waive the right to any and all formalities and technicalities.
- Re-advertise for proposals.

EXCEPTIONS TO SPECIFICATIONS

[illegible]

COMPANY NAME _____

**PRICING SHEET
FOR THE ARCHITECTURAL, ENGINEERING AND INTERIOR DESIGN OF AN
EMERGENCY OPERATIONS CENTER / FIRE & EMS HEADQUARTERS**

<u>DESCRIPTION</u>	<u>TOTAL PROPOSED AMOUNT</u>
ARCHITECTURAL, ENGINEERING AND INTERIOR DESIGN OF AN EMERGENCY OPERATIONS CENTER / FIRE & EMS HEADQUARTERS	\$ _____

STATE PAYMENT TERMS _____

STATE TIME NEEDED TO COMPLETE THE WORK AFTER NOTIFICATION OF AWARD:

STATE LENGTH OF TIME AFTER PROPOSAL OPENING THAT PROPOSAL PRICES

SHALL BE HELD FIRM: _____ **DAYS.**
(PLEASE NOTE THE GENERAL TERMS AND CONDITIONS REQUIRE 90 DAYS, UNLESS THE
OFFEROR MAKES AN EXCEPTION TO THIS CONDITION).

COMPANY NAME _____

RESPONDENTS'S QUALIFICATION SHEET – PROPOSAL #P838

Please list three (3) references of current or very recent customers who can verify the quality of service your company provides. Projects of similar size and scope are preferred.

REFERENCE ONE

Government/Company Name _____

City _____

Contact Person and Title _____

Phone _____ Contract Period _____

Scope of Work _____

REFERENCE TWO

Government/Company Name _____

City _____

Contact Person and Title _____

Phone _____ Contract Period _____

Scope of Work _____

REFERENCE THREE

Government/Company Name _____

City _____

Contact Person and Title _____

Phone _____ Contract Period _____

Scope of Work _____

INFORMATION PAGE

Company _____

Authorized Representative _____
(Print or Type)Authorized Representative _____
(Signature)

Title _____

Physical Address Of Business _____
_____Mailing Address(If Different) _____

Telephone Number: () _____

Cellular Number: () _____

Fax Number: () _____

Email Address: _____

If you do not submit a proposal, please indicate in writing your reason(s) why and return that information to the Purchasing Department. Failure to do so may cause your company's name to be removed from the bidders list, as the information is needed for our files.